

# Administrative Office of the Courts



Supreme Court of New Mexico

Arthur W. Pepin, Director

237 Don Gaspar, Room 25  
Santa Fe, NM 87501  
(505) 827-4800  
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www.nmcourts.gov

## **REQUEST FOR PROPOSALS CERTIFIED SPANISH COURT INTERPRETER SERVICES**

**Issue Date: May 4, 2015**

**Proposal Due Date: May 29, 2015 - no later than 3:00 pm MDST**

### **A. Confirmation of Receipt**

Potential offerors must confirm receipt of this RFP by sending an e-mail to Paula Couselo, [spanishinterpreters@nmcourts.gov](mailto:spanishinterpreters@nmcourts.gov), with "Spanish Certified Court Interpreter RFP Confirmation" in the subject line. The body of the e-mail shall include the potential offeror's name, address, e-mail address, and phone number. Only potential offerors who have confirmed receipt of the RFP will be placed on the "RFP Distribution List" and will receive written answers to questions regarding the RFP and any amendments to the RFP.

### **B. Procurement Manager/Questions**

Questions regarding this RFP must be submitted in writing to Procurement Manager Paula Couselo, by e-mail at [spanishinterpreters@nmcourts.gov](mailto:spanishinterpreters@nmcourts.gov) with the phrase "Spanish Certified Court Interpreter RFP Question" in the subject line; or by mail to Paula Couselo, AOC, 237 Don Gaspar, Room 25, Santa Fe, NM 87501. Written questions must be received by **May 13, 2015**. Written responses will be e-mailed to all offerors on the RFP Distribution List on or before **May 15, 2015**.

### **C. Purpose**

The use of competent New Mexico certified court interpreters in proceedings involving speakers of languages other than English is critical to ensure that justice is carried out fairly for defendants and other justice system stakeholders. The Court Interpreters Act (38-10-1 through 38-10-8 NMSA 1978) provides that the Administrative Office of the Courts (AOC) shall prescribe, determine, and certify the qualifications of persons who may serve as certified spoken language interpreters in New Mexico.

The AOC is responsible for a) maintaining the Directory of Certified Court Interpreters and the Registry of Justice System Interpreters, b) adopting an approved fee schedule for certified

interpreters, and c) adopting and promulgating rules and regulations necessary to carry out the provisions of the Court Interpreters Act.

In accordance with the appropriate sections of the New Mexico Procurement Code (Chapters 13-1-28 through 13-1-199 NMSA 1978 amended), the AOC is accepting sealed proposals to retain New Mexico AOC certified Spanish court interpreters to provide interpreter services in all of the district, metropolitan and magistrate courts statewide.

A time-line of events relevant to the RFP is included as Attachment C respectively.

#### **D. Scope of Services**

The Offerors will provide court interpreting services as assigned through the centralized web-scheduling system as follows:

- a. Deliver sight translation, consecutive, and simultaneous interpreting services in the language pair(s) that the Contractor is recognized by the AOC to provide while present at proceedings, hearings, and direct service contexts (e.g., clerk's window, jury deliberations, court-ordered services) and at various locations, which may include jails or detention centers, hospitals, or off-site locations determined by the court.
- b. Deliver sight translation, consecutive, and simultaneous interpreting services in the language pair(s) the Contractor is recognized by the AOC to provide via telephone or video from a specified New Mexico State Court location or from the Contractor's home or office per the assignment details as confirmed through the scheduling system and the Coordinator.
- c. Provide accurate and complete information as required for statistical reporting systems and completion of invoices.

Additionally, in fulfilling the services described above, the successful offerors must provide timely submission of invoices and backup material as requested by the AOC.

The AOC will direct and control the manner in which work is performed including conditions under which individual interpreters will report; when, where and the manner in which its interpreters will report; and the job assignments of its individual interpreters subject to the requirements of the Courts. AOC will set the hours of work for interpreters in accordance with the needs of the Courts statewide.

#### **E. Compensation – AOC Court Interpreter Fee Rates**

The interpreters will be paid in accordance with AOC's Court Interpreter Fee Rates below.

<b>Spanish Certified</b>	<b>Fee per Hour for Interpreting:</b>	<b>Fee per Hour for Travel Time:</b>
	<b>\$46.00</b>	<b>\$30.00</b>

The offeror will be required to maintain all records (including source documentation) as evidence of costs incurred.

#### **F. Technical Specifications**

*Offerors must respond to each of the following specifications by listing the specification followed by the Offeror's response in the same order in which they appear in the RFP.*

1. **Experience/History:** Offeror **must** provide a description of his/her experience and history providing Spanish Court Interpreting Services (including their familiarity with, and experience resolving problems associated with this service). Offeror's response **must** also include a description of his/her areas of specialization and expertise, client base (including other currently held contracts or agreements with state and/or local government entities). The response **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and **must** include the extent of their experience, expertise and knowledge as a provider of Court Interpreter Services.
2. **Recommendations or References:** Two letters of recommendations of work performed for other or previous clients receiving similar services similar to those proposed by the Offeror for this contract. Offerors who have not provided court interpreter services in any capacity shall include two references.
3. **Mandatory Qualifications:** The Offeror(s) must meet the following mandatory qualifications:
  - A-Be classified by NM AOC as a NM Certified Spanish Court Interpreter or hold a Court Interpreter Reciprocal Certification with NM. Attach Proof of NM Court Interpreter Certification or Reciprocal Certification with NM.
  - B-Successfully completed a background check conducted by the AOC.
  - C-Not an employee with the State Courts System.
  - D-Ability and willingness to communicate promptly and clearly with AOC administrative staff, and comply with contract requirements, program guidelines, financial processes, and other requirements regarding all matters concerning interpreter scheduling, etc.

**G. Business Specifications:**

1. **Letter Proposal:** Letter proposal should include the following:
  - A-Proposer Information: Vendor's official business name, address (both physical and mailing), telephone, email address, and fax numbers; type of business such as sole proprietorship, partnership or corporation, including the State of incorporation; and length of time in business.
  - B-Statement describing how you meet the mandatory qualifications.
  - C-Statement that the interpreter acknowledges he/she has read and hereby agrees to invoice according to the AOC's Court Interpreter Fee Rates.
  - D-Statement that you can comply with the requirements of the attached draft contract (See Attachment D).
  - E-Statement that you have successfully passed AOC's required law enforcement background check.
  - F-Attach copy of a current resume.
2. **Campaign Disclosure** – The offeror must complete a Campaign Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accompanied whether or not an applicable contribution has been made (See Attachment A).
3. **New Mexico Preferences** - To ensure adequate consideration and application of NMSA

1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue  
<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

**A. New Mexico Business Preference**

**B. New Mexico Resident Veterans Business Preference**

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP. (See Attachment B)

**H. Contract**

Selected offerors shall work as independent contractors for the entire term of contract and is responsible for all his/her state and federal taxes and any licensing or training costs required to qualify for this contract. The offerors will provide all services described in this RFP. A copy of a draft contract, Attachment D, is attached. Any offerors interested in submitting a letter proposal in response to this RFP should review the draft contract to ensure that they are able to meet all the contractual requirements. Office space for the purpose of fulfilling duties pursuant to the scope of work will not be provided.

The contractor will not be exclusively bound to the AOC and may provide interpreting services to other private and public entities.

**I. Term**

Proposals are being considered for Fiscal Year 2016, July 1, 2015 through June 30, 2016. Under the terms of Section 13-1-150, contracts may be subject to four (4) extensions, not to exceed a total of four (4) years.

**J. Rejection/Cancellation/Acceptance**

The AOC reserves the right to reject any or all proposals, in whole or in part, and to cancel this RFP at any time when it is in its interests to do so, and to base all conclusions, decisions, and actions on what the AOC determines is in the best interest of the State Courts System. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for the award but proposals may be accepted without such discussions.

### **K. Evaluation of Letter Proposals**

The AOC will evaluate each letter proposal. All letter proposals will be reviewed by the Procurement Manager for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Procurement Manager may contact the offeror for clarification of the response. Letter proposals will be evaluated and scored by an Evaluation Team appointed by the AOC.

The following criteria are the basis for award of this proposal:

<b>Factors – corresponds to Sections F and G</b>	<b>Points Available</b>
<b>Technical Specifications – See Section F</b>	
1. Experience/History	<b>35</b>
2. Recommendations or References	<b>30</b>
3. Mandatory Qualifications	<b>35</b>
<b>Business Specifications – See Section G</b>	
1. Letter Proposal	Pass/Fail
2. Signed Campaign Contribution Disclosure Form	Pass/Fail
<b>TOTAL</b>	<b>100 Points</b>
3. New Mexico Preference - Resident Vendor Points per Section G	
3. New Mexico Preference - Resident Veterans Points per Section G	

The responsible offerors with the highest scores will be selected as finalist offerors based upon the letter proposals submitted. Finalist offerors who are asked or choose to submit revised letter proposals for the purpose of obtaining best and final offers will have their points recalculated based on their revised proposal. The responsible offeror whose proposal is most advantageous to the AOC, taking into consideration the evaluation factors, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

### **L. Submittal Requirements**

1. Letter proposals **must** be typed on white letter-size paper.
2. One original marked “ORIGINAL”, and three copies, each marked “COPY”, are required of each proposal. Proposals must be submitted as designated herein by the advertised deadline in a sealed package clearly marked on the outside of the package:

**“Certified Court Interpreter Services”**

**Due: 3:00 PM, May 29, 2015**

3. Any proposal received after the advertised deadline **will not** be considered for award.

4. The sealed package must be submitted to:

**ADMINISTRATIVE OFFICE OF THE COURTS**

**Attn: Paula Couselo**

**237 Don Gaspar – Room 25**

**Santa Fe, NM 87501**

**(505) 827-4853**

spanishinterpreters@nmcourts.gov

To deliver your sealed package in person, you must pre-arrange delivery by calling (505) 827-4853.

5. The Courts will not be liable in any way for any costs incurred by vendors in the preparation and delivery of their responses to the RFP nor for any subsequent discussions.

**M. Protect Deadline**

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 P.M. Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. **Emailed protests will NOT be accepted.** The written protest must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. **ALL** protests must be delivered to

**ADMINISTRATIVE OFFICE OF THE COURTS**

**Attn: Paula Couselo**

**237 Don Gaspar – Room 25**

**Santa Fe, NM 87501**

**(505) 827-4853**

spanishinterpreters@nmcourts.gov

Protests received after the deadline will not be accepted.

**NOTE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

## ATTACHMENT A CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural**

**resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase

contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“**Campaign Contribution**” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.



Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Position)

**ATTACHMENT B**  
**New Mexico Preference Resident Veterans Certification**

**Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

**ATTACHMENT C**  
**TIME-LINE/SCHEDULE**

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsibility	Date
1. Issue RFP	AOC	May 4, 2015
2. Deadline to Submit Written Questions	Potential Offerors	May 13, 2015
3. Response to Written Questions & RFP Amendments	AOC	May 15, 2015
4. Submission of Proposal	Offeror	May 29, 2015
5. Campaign Contribution	Offeror	May 29, 2015
6. Proposal Evaluations & Selection of Finalists	Evaluation Committee	June 1-5, 2015
7. Best and Final Offers from Finalist, if requested	Offeror	June 12, 2015
8. Finalize/Award Contract	AOC/Offeror	June 19, 2015
9. Protest Deadline	Offeror	July 6, 2015

**ATTACHMENT D**  
**SAMPLE CONTRACT**

**STATE OF NEW MEXICO  
ADMINISTRATIVE OFFICE OF THE COURTS  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2015 by and between the Administrative Office of the Courts, hereinafter referred to as the "AOC," and \_\_\_\_\_, hereinafter referred to as the "Contractor."

ADDRESS OF CONTRACTOR:

PHONE NUMBER OF CONTRACTOR:

E-mail Address:

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

A. The Contractor shall:

1. Provide court interpreting services as assigned through the centralized web-scheduling system by Regional Coordinators (Coordinator), as follows:

- a. Deliver sight translation, consecutive, and simultaneous interpreting services in the language pair(s) that the Contractor is recognized by the AOC to provide while present at proceedings, hearings, and direct service contexts (e.g., clerk's window, jury deliberations, court-ordered services) and at various locations, which may include jails or detention centers, hospitals, or off-site locations determined by the court.
- b. Deliver sight translation, consecutive, and simultaneous interpreting services in the language pair(s) the Contractor is recognized by the AOC to provide via telephone or video from a specified New Mexico State Court location or from the Contractor's home or office per the assignment details as confirmed through the scheduling system and the Coordinator.
- c. Provide accurate and complete information as required for statistical reporting systems and completion of invoices.

- d. Agree to utilize the AOC-approved invoice(s) and itemized schedule, included as Attachment B to this agreement unless otherwise instructed by the AOC.
- e. Acknowledge receipt and hereby agree to abide by the following:

*New Mexico Judiciary's Court Interpreter Code of Professional Responsibility, Attachment A to this agreement;*

*Court Interpreter Assignment and Payment Protocols, Attachment B to this agreement;*

*Court Interpreter Payment Schedule and Policy & Procedure for Reimbursement of Expenses; Attachment C to this agreement;*

*Court Interpreter Continuing Education Policy, Attachment D to this agreement;*

*Court Interpreter Background Check Policy; Attachment E to this agreement.*

## 2. Compensation.

A. The AOC will reimburse the contract interpreter **only** for services or travel expenses approved in advance by an AOC Language Access Coordinator or the AOC Language Access Services Program Manager and confirmed through the centralized web-based scheduling system at rates as detailed in Attachments B, C and D. Assignments or travel not confirmed through the centralized web-scheduling system or a Coordinator will not be guaranteed payment. Compensation shall be conditioned upon submission of an AOC-approved invoice by the Contractor and no compensation shall be made prior to the delivery of services in accordance with the New Mexico Court Interpreter Assignment and Payment Protocols and the Court Interpreter Payment Schedule and Policy & Procedure for Reimbursement of Expenses, and other requirements as set forth in this agreement.

In FY16, such compensation shall not exceed \_\_\_\_\_ dollars (\$), excluding gross receipts tax. The New Mexico gross receipts tax levied on

the amounts payable under this Agreement in FY16 totaling no more than \_\_\_\_\_ dollars (\$) shall be paid by the AOC to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed \_\_\_\_\_ dollars (\$) in FY16.

**These amounts are a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein.** The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the AOC when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

If additional funds become available during the fiscal year, this contract may be increased by up to five thousand dollars (\$5,000.00) and these funds will be used for the provision of interpreting services at the above referenced rates, including gross receipts taxes. Should this occur, the AOC will send a letter to the Contractor stating the increased amount and the purpose for which the funds shall be used.

B. Payment is subject to availability of funds in FY16 pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work.

C. Contractor must submit a detailed statement accounting for all Services performed and expenses incurred using only the AOC-provided invoices and completed as instructed by the AOC. The AOC reserves the right to change methods for submitting invoices. Upon certification by the AOC that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of receipt by the AOC. However, the AOC shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. All payments will be made through direct deposit only.

5. Certification and Other Requirements:

a. Prior to executing this agreement and commencing work with the AOC the Contractor must:

1. Be authorized to work in the United States, but United States Citizenship is not required.
2. Complete the required application.
3. Verify level of certification.
4. Complete NCIC background check.
5. Provide digital photo and submit cashier's check or money order in the amount of \$25.00 for creation/replacement of photo identification badge.
6. Complete the W-9 form as required by the State of New Mexico in order for payments to be made for services rendered.
7. Authorize Direct Deposit in a bank or other financial institution.
8. Register as a business with the New Mexico Taxation & Revenue Department and provide their tax identification number to the AOC.

b. Following the execution of this agreement the Contractor must maintain certification by meeting required continuing education requirements, see Attachment D.

H. The New Mexico Department of Finance & Administration will issue a 1099 Form to the Contractor in January of each year in which the Contractor has been paid \$600.00 or more for all services rendered to the state.

3. Term. THIS AGREEMENT runs from July 1, 2015 until June 30, 2016 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978. Any extension of this contract is dependent upon the Contractor's fulfillment of continuing education requirements,



compliance with the NM Code of Professional Conduct, and compliance with the requirements detailed herein.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the AOC's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the AOC is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the AOC or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. The AOC may terminate this agreement without cause at any time upon a 30-day notice to the Contractor. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT."

B. Termination Management. Immediately upon receipt by either the AOC or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the AOC; 2) comply with all directives issued by the AOC in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the AOC shall direct for the protection, preservation, retention or transfer of all property titled to the AOC and records generated under this Agreement. Any non-expendable

personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the AOC upon termination and shall be submitted to the AOC as soon as practicable.

5. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the AOC to the Contractor. The AOC's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the AOC proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the AOC and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the AOC.

8. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the AOC.

9. Release. Final payment of the amounts due under this Agreement shall operate as a release of the AOC, its officers and employees, and the

State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the AOC.

11. Product of Service -- Copyright. All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the AOC no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

If the AOC proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

14. Merger. This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or

understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the AOC.

19. Records and Financial Audit. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost

of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the AOC, the Department of Finance and Administration and the State Auditor. The AOC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the AOC to recover excessive or illegal payments

20. Indemnification. The Contractor shall defend, indemnify and hold harmless the AOC and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the AOC and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. Invalid Term or Condition. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. Notices. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the AOC: Paula Couselo-Findikoglu, Administrative Office of the Courts, 237 Don Gaspar, Rm. 25, Santa Fe, NM 87501; Email: aocpvc@nmcourts.gov.

To the Contractor: \_\_\_\_\_

24. Authority. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

Signed by the parties on the dates indicated:

**STATE OF NEW MEXICO  
ADMINISTRATIVE OFFICE OF THE COURTS**

\_\_\_\_\_  
Arthur W. Pepin

Date: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
Contractor:  
Vendor ID:

Date: \_\_\_\_\_

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number:

By: \_\_\_\_\_  
Taxation and Revenue Department

Date: \_\_\_\_\_

**New Mexico Administrative Office of the Courts  
Language Access Services  
Court Interpreter Code of Professional Responsibility  
(Approved by the Language Access Advisory Committee – July 11, 2014)**

**Introduction**

Interpreters ensure due process guaranteed under the New Mexico and United States Constitutions by placing a party whose first or primary language is not English in a comparable situation to a party whose first or primary language is English.

**Scope**

These Standards of Professional Responsibility are binding on all Certified Court Interpreters and Justice System Interpreters who provide services to the New Mexico Courts.

**Standard 1: Interpreters interpret faithfully and accurately.<sup>1</sup>**

Interpreters recognize that their function is to facilitate language access between two or more participants in the justice system who do not speak the same native language. Interpreters do everything possible to remove the linguistic barrier between the judiciary and the person(s) whose first or primary language is not English.

**Standard 2: Interpreters confine themselves to interpreting.<sup>2</sup>**

Interpreters are fully occupied with conveying meaning from one language to another and understand that removing the linguistic barrier is their sole function within the judicial process.

**Standard 3: Interpreters act strictly in the interests of the court they serve.<sup>3</sup>**

Interpreters conduct themselves as officers of the court, upholding the dignity of the justice system. Interpreters remain impartial at all times and protect their actual and perceived neutrality.

**Standard 4: Interpreters are language access professionals.<sup>4</sup>**

Interpreters are expected to stay abreast of evolving language use and trends in the profession of interpreting. Interpreters accept assignments using discretion with regard to skill, communication mode, setting, and consumer needs. Interpreters constantly strive to increase their knowledge of all their working languages and of the cultures that use their languages. Interpreters are expected to collaborate with colleagues to foster the delivery of effective interpreting services. Interpreters recognize their role as representatives of the interpreting profession.

**As an AOC-recognized interpreter as defined above, I accept and agree to these Standards.** I understand complaints may be filed and sanctions imposed for violations thereof, in accordance with the *Procedures for Processing Complaints Regarding Interpreter Conduct and Performance*.

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Signature

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Date



**New Mexico Administrative Office of the Courts  
Language Access Services  
Court Interpreter Code of Professional Responsibility  
(Approved by the Language Access Advisory Committee – July 11, 2014)**

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<sup>1</sup> *Illustrative behaviors for **Standard 1. Interpreters interpret faithfully and accurately.***

- Interpreters convey the message from one language to another without addition, omission, or changes of meaning.
- Interpreters preserve the register of the language used.
- Interpreters preserve speakers' ambiguities and nuances.
- Interpreters analyze objectively any challenge to their performance and correct any errors of interpretation.
- Interpreters request clarifications of ambiguous statements or unfamiliar vocabulary.

<sup>2</sup> *Illustrative behaviors for **Standard 2. Interpreters confine themselves to interpreting.***

- Interpreters work unobtrusively.
- Interpreters maintain impartiality and avoid giving even the appearance of partiality.
- Interpreters avoid undue contact with witnesses, attorneys, parties and their families, and any unauthorized contact with jurors.
- Interpreters refrain from expressing personal opinions or offering procedural advice.

<sup>3</sup> *Illustrative behaviors for **Standard 3. Interpreters act strictly in the interests of the court they serve.***

- Interpreters reflect proper court decorum.
- Interpreters treat court officials, staff, the public, parties, and other interpreters with dignity and respect.
- As officers of the court, interpreters may provide neutral, non-substantive information (e.g. the location of a particular judge's courtroom).
- Interpreters neither accept nor offer remuneration, gifts, gratuities, or valuable consideration in excess of their authorized compensation.
- Interpreters strive to avoid conflicts of interest or even the appearance thereof. They inform the court immediately of any actual or perceived conflict of interest.
- Interpreters disclose to the court and to the parties any prior involvement with the case or any personal involvement with the parties or others significantly involved in the case (in or out of court).
- Interpreters do not take advantage of knowledge obtained in the performance of official duties, or by their access to court records, facilities, or privileges, for their own or another's personal or professional gain.

**New Mexico Administrative Office of the Courts  
Language Access Services  
Court Interpreter Code of Professional Responsibility  
(Approved by the Language Access Advisory Committee – July 11, 2014)**

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- Interpreters fairly and correctly represent their professional qualifications.
- Interpreters respect the need for confidentiality and secrecy as protected under applicable state and federal law.
- Interpreters shall inform the court of any impediment to fulfilling their responsibilities to ensure equal linguistic access to justice.
- Interpreters have a duty to report violations of these standards to the NMAOC.

<sup>4</sup> *Illustrative behaviors for* **Standard 4. Interpreters are language access professionals.**

- Interpreters educate themselves as to current best practices in the field of judiciary interpreting and support and employ such practices. This includes but is not limited to matters of team interpreting and equipment use.
- Interpreters prepare themselves for all assignments they accept, via research on the case and subject matter, consultation with teammates, and necessary contact with clients.
- Interpreters decline any assignment for which they are not qualified and request to withdraw as soon as possible if it becomes apparent they are not qualified for an assignment already in progress.
- Interpreters support other interpreters by sharing knowledge and expertise with them, to the extent practicable, in the interests of the court.
- Interpreters have the duty to call to the court's attention any factors or conditions that adversely affect their ability to perform their duties.
- Interpreters are discreet and respect the privacy of those they interpret for, even when such information is not bound by rules of confidentiality.

# **Court Interpreter Assignment and Payment Protocols**

## **1. General Expectations**

### **Court Interpreters are expected to:**

- a. Report to the on-site contact as noted in the assignment confirmation except when instructed by the Coordinator to report elsewhere.
- b. Wear AOC-issued photo identification badge at all assignments.
- c. Check in with the Coordinator by the method of communication preferred by the Coordinator (e-mail, text or phone) and remain available and reachable by e-mail, text or phone during the entire period of guaranteed pay.
- d. Stay on-site until the period of guaranteed pay has ended unless otherwise indicated by the Coordinator.
- e. Wear professional business attire to all assignments both at court and off-site locations.
- f. Respond to notifications of open assignments even if they must decline.
- g. Provide notice with a minimum of three working days to the Coordinator if for any reason the interpreter must cancel a job previously accepted with the exception of unforeseeable circumstances. The Coordinator will contact the Court. Interpreters should not communicate directly with the court regarding these matters. If the Coordinator is not available, the Interpreter must notify the AOC Language Access Services Office.
- i. Notify the coordinator by email upon completion of an assignment if such assignment exceeds the scheduled end-time or billable hours.

FY 16 MODEL PROTOCOLS

## ATTACHMENT B

- h. If using the interpreting equipment provided by the Court, follow the court's procedures regarding signing out the equipment, to secure the equipment assigned to them at all times, to return it to the appropriate office at the end of each assignment and to inform the Coordinator if the equipment is not functioning properly.
- i. Notify AOC Language Access Services of any change in name, address, phone/e-mail, financial institution, or availability as soon as possible and to also immediately update this information with AOC Fiscal (vendor ID; direct deposit), and the New Mexico Taxation and Revenue Department (CRS) where applicable.
- j. Submit invoices within 30 days of completing the assignment. The AOC may not pay late submitted invoices.
- k. Notify AOC Language Access Services of their need for ADA accommodations in writing.

## 2. Assignments:

- a. Assignments can be in-person, telephonic or video.
- b. An in-person assignment includes interpreting services delivered within one or more locations in any number of courtrooms or other settings and may involve one or more cases, which are bundled at the time of scheduling or on a last minute basis and confirmed by the Coordinator as part of the assignment. If the interpreter arrives ahead of the scheduled start-time or stays beyond the scheduled time, any such additional time does not affect the determination of time to be paid, except when mutually acceptable to both the interpreter and Coordinator.
- c. Scheduled start-time, depending on the type of case,

may include preparation time. If so, the amount of time authorized for interpreter preparation will be included in the confirmation message issued by the centralized web-scheduling system. Billable time begins with the start time indicated in the confirmation e-mail. A telephonic interpreting assignment starts at the time the interpreter was asked to be available.

- d. The interpreter shall not agree to change the schedule of an assignment without approval from the Coordinator.
- e. There is no additional compensation when telephone interpreting is rendered while on an on-site assignment or during a period of guaranteed payment.
- f. **Redirects.** If an assignment is cancelled with less than a 24-hour notice, the interpreter may be redirected to:

## FY 16 MODEL PROTOCOLS

- 1. Another job requiring up to 70 (seventy) miles one-way travel from the original assignment or the interpreter's departing location, if the period of guarantee is four hours or less;
  - 2. Another job requiring up to 130 (one hundred and thirty) miles one-way travel from the original assignment or the interpreter's departing location, if the period of guarantee exceeds four hours.
- g. Services will be performed at district, magistrate and metropolitan courts and other off-site locations as requested by the Court within the State of New Mexico.

### 3. Lunch Breaks

- a. Lunch breaks must be subtracted from billable hours unless the assignment continues through lunch. Should an assignment continue through lunch the time will be considered part of the actual hours worked and will only be paid if the total actual hours worked exceed the scheduled/billable hours.
- b. Should lunch breaks as ordered by the judge exceed 1.5 hours the Interpreter shall notify the Coordinator of their availability during this extended break (time in excess of 1.5 hours). If the interpreter does not inform the Coordinator of this availability, the interpreter will not be paid for break time in excess of 1.5 hours and will be paid only when the assignment recommences.

### 4. Travel and Related Expenses

- FY 16 MODEL PROTOCOLS
- a. Mileage will be reimbursed at \$.45 per mile when round trip mileage is 30 miles or more. If map miles are referenced and differ from those found in Attachment D, a printout from a recognized source verifying the map miles being billed must be provided.
  - b. When travel time exceeds guaranteed hours, travel time will be paid at the rates noted in the Court Interpreter Payment Schedule.
  - c. For assignments beginning at 8:00 a.m. or concluding on or after 5:00 p.m., an interpreter may be reimbursed for meals and overnight accommodations if their one-way travel time exceeds 90 (ninety minutes) according to the *Court Interpreter Payment Schedule and Policy and Procedure for Reimbursement of Expenses*.
  - d. If the Interpreter is scheduled for two or more separate assignments at or near the same location on the same day, the Interpreter will only be paid for one round-trip

and travel time in excess of the guarantee or combined guarantees.

## 5. Guarantees

- a. Interpreters will be paid for all scheduled hours, but no less than two hours and no more than 16 hours, under the following conditions:
  1. If an assignment concludes before the scheduled end time **and** the Interpreter notifies the coordinator immediately following the conclusion of the assignment;
  2. An assignment is cancelled with less than 24 hours notice; and
  3. The Interpreter remains available to be redirected or reassigned to another in-person, telephonic, or video-remote assignment as described below.
- b. If the period of guarantee is four hours or less, the Interpreter may be redirected or reassigned to jobs requiring up to 70 miles one-way travel; if the period of guaranteed pay exceeds four hours, the interpreter may be redirected or reassigned to jobs requiring up to 130 miles one-way travel.
- c. Confirmations of redirect/reassignment may not be provided prior to a specific assignment, but they will be provided for billing purposes.
- d. During periods of guaranteed pay interpreters must respond to notification of redirects sent by any of the regional coordinators, which will be sent by email and/or text, within ten minutes in order to receive guarantee payment for scheduled hours.
- f. The interpreter may choose to decline the guaranteed pay and be released from their obligation to the court. The interpreter must inform the Coordinator by e-mail if they are choosing to decline the guaranteed pay.

## **6. Inclement Weather**

- a. If the court opening is delayed due to weather, it is the obligation of the interpreter to appear at the court when it is scheduled to open. Upon appearance, if the proceeding is vacated and the interpreter remains available the interpreter will be reimbursed according to the cancellation policy. If the proceeding goes forward, the interpreter is paid for the interpreting time, not less than the two-hour minimum guarantee. If the interpreter is unable to appear at the later opening time because of a conflicting appointment, the interpreter, upon learning of the delayed court opening, must immediately inform the Coordinator and the interpreter will be paid for the original assignment.
- b. If court is closed due to weather, interpreters assigned to appear that day will be entitled to reimbursement per the guarantee payment items above.
- c. If the interpreter elects not to travel to an assignment due to weather conditions, they must notify the Coordinator immediately. Interpreters making this decision will not receive the guaranteed pay.

## **7. Sanctions**

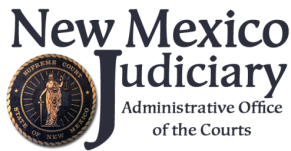
- a. The AOC may impose sanctions due to repeated Interpreter cancellations. Sanctions may include reduction in notifications of assignments, placement on inactive status for a period of time, or contract termination.
- b. Reduction of interpreter billing. The interpreter's billing will be reduced if the following occurs:
  - i. The interpreter is late for an assignment as noted by AOC staff. "Late" means that an interpreter



has arrived after the scheduled time, especially when the late arrival time interferes with the flow of the proceeding or the interpreter's effectiveness or usefulness at the start of the assignment. Billable time will be deducted in 15 (fifteen) minute increments; i.e., 5 minutes late will result in a 15-minute reduction, 20 minutes late will result in a 30-minute reduction.

- ii. The interpreter leaves the assignment prior to the assignment's ending time without official release by the Coordinator.
- iii. The interpreter does not make him or herself available to the Coordinator during periods of guarantee time via mobile phone.
- iv. The interpreter bills or provides services to a court without having been scheduled by the AOC Coordinator.
- v. The interpreter provides services to another client or agency during some or all the scheduled time without having been *officially* released by the Coordinator.

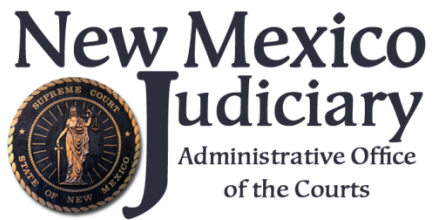
FY 16 MODEL PROTOCOLS



***Court Interpreter Payment Schedule and  
Policy & Procedure for reimbursement  
for Expenses***

**Court Interpreter Payment Schedule**

<b>By Interpreter Classification</b>	<b>Fee per Hour for Interpreting</b>	<b>Fee per Hour for Travel Time</b>
Certified Spoken Languages	\$46.00	\$30.00
Certified Signed Languages <ul style="list-style-type: none"> <li>• Certified: Legal Specialist</li> <li>• Certified: Legally Qualified</li> <li>• Certified: Legal Apprentice</li> </ul>	\$60.00  \$50.00  \$30.00	\$40.00  \$35.00  \$15.00
Non Court Certified Spoken Languages <ul style="list-style-type: none"> <li>• Justice System Spoken Interpreter</li> <li>• Spoken Language without certification testing available</li> </ul>	\$30.00  Rate must be pre-authorized by AOC	\$15.00
<b>For Other Related Services</b>		
<ul style="list-style-type: none"> <li>• Sound Files</li> </ul>	\$46.00 per hour of transcription	N/A
<ul style="list-style-type: none"> <li>• Translations</li> </ul>	\$46.00 per hour of translation	N/A
<ul style="list-style-type: none"> <li>• Real Time Court Reporting</li> </ul>	Rate must be pre-authorized by AOC	
<ul style="list-style-type: none"> <li>• Assessment of Interpreter Need (e.g., With a deaf individual who does not use ASL)</li> </ul>	Rate must be pre-authorized by AOC	



## Procedure for Reimbursement of Expenses 2015

For assignments beginning at 8:00 a.m. or concluding on or after 5:00 p.m., an interpreter may be reimbursed for meals and overnight accommodations if their one-way travel time exceeds one and a half hours (90 minutes). All overnight travel must be requested and approved at time of assignment confirmation. Exceptions may be made with the approval of AOC. Exceptions for inclement weather must be requested no more than 24 hours before the scheduled time of the assignment.

Per diem and expenses will be reimbursed one of two ways: 1) at a flat rate of \$85 (\$135 in Santa Fe) per 24-hour period **or** 2) actual expenses, requiring the submission of original receipts, not to exceed limits as allowed in the Mileage and Per Diem Act and order of the New Mexico Supreme Court. The AOC will not provide travel advances for interpreters.

Interpreters coming in from out-of-state may also receive reimbursement for travel by common carrier, e.g., plane. Plane fare will be reimbursed with the prior approval of the AOC. Train fare cannot exceed the cost of coach airfare.

**NOTE: Requests for reimbursement of travel and per diem that are submitted without prior approval of a Language Access Coordinator or Language Access Services Statewide Program Manager will be rejected.**

### Procedures

#### 1. Reporting:

- Use the Itemized Schedule of Interpreter Travel Expenses to report your travel costs.
- It must include your name, phone number, vendor identification number, and your automobile license number.

#### 2. Mileage:

- Mileage is reimbursed at a rate of \$.45 per mile.
- You may claim reimbursement for actual miles (providing odometer readings) or map miles (see attached scheduled).
- If location from which or to which is not included on the mileage. schedule, please attach mileage estimates from Rand McNally.
- Maximum allowance for odometer readings is 30 miles per trip over map miles.
- Mileage must be itemized by day on the Travel Expenses form.

#### 3. Per Diem Rates:

- You may request reimbursement based on the standard per diem rates of \$85.00 per 24 hour period (\$135 per 24 hour period in Santa Fe).
- This standard rate covers both lodging and meals.

## ATTACHMENT C

- If requesting the standard per diem rate, you may also request \$6.00 for miscellaneous out-of-pocket expenses (record this in miscellaneous column on Travel Expenses form).
4. **Reimbursement of Actual Meal Expenses:**
    - Meals may be reimbursed up to \$30.00 per day with itemized receipts showing exactly what was purchased.
    - Alcoholic beverages, if included on a receipt, must be subtracted from the total.
    - Tips may not exceed 20% per meal or \$6.00 per 24 hour period.
    - Should meal costs exceed \$30.00 per 24 hour period, include each meal and cost in the Character of Expenditures column and \$30.00 in the Per Diem Column; \$6.00 in the Miscellaneous column.
  5. **Reimbursement of Lodging Expenses:**
    - Please request the government rate when making hotel reservations. If the hotel requires verification for the government rate, please inform your coordinator and verification will be provided.
    - While the *maximum* allowable for hotel costs is \$215.00, AOC requires that you receive prior approval from the coordinator who approved your travel for anything over \$150.00 per night.
  6. **Submitting Receipts:**
    - If you are requesting reimbursement of actual expenses you must submit original receipts.
    - Receipts should be taped to a separate piece of paper (not on the back of the Travel Expense Form or Hotel Receipt).
    - Tape should not be placed over printing on the receipt.
    - It is helpful to note the date and meal above the receipt.
    - Please deduct personal expenses (phone calls, mini-bar) from hotel receipts prior to submission.
  7. **Partial Per Diem:**
    - Should your final day of travel be less than 24 hours, you may be entitled to partial per diem as follows-

Less than two hours	No partial per diem
Two but less than six hours	\$12.00 per diem + \$2.00 misc. out-of-pocket
Six but less than 12 hours	\$20.00 per diem + \$4.00 misc. out-of-pocket
12 or more hours	\$30.00 per diem + \$6.00 misc. out-of-pocket
    - You do not need to submit receipts for the period of partial per diem, even if you have requested reimbursement for actual expenses for the rest of the trip.

### Attachments:

#### Map Miles Chart

#### Sample – Invoice and Itemized Schedule of Travel Expenses

#### Proper Submission of Receipts

# ATTACHMENT C

If your city is not on this map you **must** go to RandMcNally.com. Enter city to city to get mileage. Print the page that gives the mileage and submit it with your travel voucher.

## TABLE OF DISTANCES

The mileages given below were computed over the shortest and most feasible routes between points indicated. In case two routes are of equal length, the routes following the State or Federal route is given.

All distances are listed to the nearest mile. Individual County General Highway Maps are available at a nominal cost from the New Mexico State Highway & Transportation Department and should be referred to for fractional mileages and other detailed information. Map orders should be addressed to: Secretary of Highway & Transportation, New Mexico State Highway & Transportation Department, P.O. Box 1149, Santa Fe, New Mexico 87504-1149, attention, Duplicating Services Director.

	ELEVATION IN FEET	Alamogordo	Albuquerque	Artesia	Carlsbad	Clayton	Clovis	Deming	Farmington	Gallup	Hobbs	Las Cruces	Las Vegas	Lordsburg	Los Alamos	Portales	Raton	Roswell	Santa Fe	Santa Rosa	Silver City	Socorro	Taos	Truth or Conseq.	Tucumcari	Vaughn
Alamogordo	4,335	—	207	110	146	346	227	127	389	327	187	68	239	187	255	208	345	117	221	176	180	134	291	137	235	139
Albuquerque	5,000	207	—	239	275	273	219	233	182	138	315	223	123	282	93	227	224	199	59	114	238	77	129	149	173	104
Artesia	3,380	110	239	—	36	311	150	237	421	377	77	178	232	297	266	131	338	40	232	169	290	205	302	247	200	135
Aztec	5,650	384	177	416	452	371	396	410	14	136	492	400	258	444	188	404	304	376	194	291	408	254	209	326	350	281
Belen	4,800	177	34	246	282	307	227	199	216	150	322	189	157	248	127	235	258	207	93	148	204	43	163	115	207	111
Bernalillo	5,050	222	15	254	290	259	234	248	166	153	330	238	109	297	79	242	210	214	45	129	253	92	115	164	188	119
Carlsbad	3,110	146	275	36	—	346	178	267	457	413	69	208	268	327	302	159	374	76	268	205	320	241	338	282	236	171
Carrizozo	5,426	58	149	129	165	288	197	185	331	269	205	126	181	245	197	180	287	89	163	118	217	76	233	128	177	81
Chama	7,860	327	165	338	374	283	319	398	113	235	414	388	170	447	100	327	216	298	106	213	403	242	121	314	272	203
Cimarron	6,430	331	183	324	360	108	220	416	268	321	348	399	92	465	120	239	41	284	124	155	421	260	54	332	163	192
Clayton	5,050	346	273	311	346	—	168	473	376	411	296	414	150	533	228	187	83	271	214	170	500	339	162	411	111	207
Cloudcroft	8,650	19	220	91	127	359	226	146	402	340	168	87	252	206	268	207	358	116	234	189	199	147	304	156	248	152
Clovis	4,270	227	219	150	178	168	—	354	401	357	128	295	168	414	246	19	234	110	212	105	407	248	246	320	83	11
Deming	4,331	127	233	237	267	473	354	—	415	309	314	59	356	60	326	335	457	244	292	303	53	156	362	85	362	26
El Paso, Tex.	3,500	86	266	196	164	432	313	102	448	382	233	44	325	162	341	294	431	203	307	262	155	189	377	118	321	225
Espanola	5,590	246	84	257	293	209	237	317	174	222	333	307	89	366	19	245	142	217	25	132	322	161	47	233	191	122
Estancia	6,100	153	54	201	237	262	182	244	236	192	277	221	112	293	102	190	218	161	68	94	249	88	138	160	153	66
Farmington	5,395	389	182	421	457	376	401	415	—	122	497	405	263	418	193	409	309	381	199	296	378	259	214	331	355	286
Ft. Sumner	4,060	195	159	124	160	193	60	322	341	297	177	263	108	382	186	68	214	84	152	45	349	188	186	260	82	56
Gallup	6,510	327	138	377	413	411	357	309	122	—	453	339	261	296	231	365	362	337	197	252	256	193	267	265	311	242
Grants	6,460	267	78	317	353	351	297	289	182	60	393	279	201	338	171	305	302	277	137	192	294	133	207	205	251	182
Iragerman	3,420	129	223	19	55	295	134	256	405	361	92	197	216	316	250	115	322	24	216	153	309	189	286	241	184	119
Hatch	4,055	101	186	211	245	448	328	47	368	302	288	37	309	107	279	309	410	216	245	277	98	109	315	38	337	240
Hobbs	3,625	187	315	77	69	296	128	314	497	453	—	255	285	374	342	109	362	116	308	222	367	281	363	324	200	211
Hurley	5,700	165	235	275	305	497	392	38	409	287	352	97	358	59	328	373	459	282	294	327	15	158	364	87	386	290
Las Cruces	3,896	68	223	178	208	414	295	59	405	339	255	—	307	119	316	276	413	185	282	244	112	147	352	75	303	207
Las Vegas	6,435	239	123	232	268	150	168	356	263	261	285	307	—	405	98	176	106	192	64	63	361	200	78	272	106	100
Lordsburg	4,245	187	282	297	327	533	414	60	418	296	374	119	405	—	375	395	506	304	24	63	44	205	411	134	422	326
Los Alamos	7,410	255	93	266	302	228	246	326	193	231	342	316	98	375	—	254	161	226	34	141	531	170	66	242	200	131
Los Lunas	4,850	187	24	256	292	297	237	209	206	140	332	199	147	258	117	245	248	216	83	138	214	53	153	125	197	121
Lovington	3,910	175	293	65	72	274	106	302	475	431	22	243	263	362	320	87	340	94	286	200	355	259	341	312	178	189
Magdalena	5,575	161	104	232	268	366	275	183	286	220	308	173	227	232	197	283	328	192	163	196	188	27	233	99	255	159
Mora	7,200	269	153	262	298	180	198	386	239	291	315	337	30	435	91	206	136	222	94	93	391	230	48	302	136	130
Mountainair	6,495	154	78	202	238	274	183	221	260	194	278	211	135	270	125	191	241	162	91	104	226	65	161	137	163	67
Portales	4,010	208	227	131	159	187	19	335	409	365	109	276	176	395	254	—	253	91	220	113	388	256	254	308	91	124
Raton	6,640	345	224	338	374	83	234	457	309	362	362	413	106	506	161	253	—	298	165	169	462	301	95	373	177	206
Red River	8,750	327	165	338	374	148	260	398	250	303	388	388	114	447	102	279	81	298	106	177	403	242	36	314	203	203
Reserve	5,749	263	206	334	370	468	377	152	309	187	410	211	329	143	299	385	430	294	265	298	99	129	335	189	357	261
Roswell	3,570	117	199	40	76	271	110	244	381	337	116	185	192	304	226	91	298	—	192	129	297	165	262	217	160	95
Roy	5,900	315	199	292	328	89	149	432	339	337	277	383	76	481	174	168	85	252	140	139	437	276	125	348	92	176
Ruidoso	6,900	46	191	111	147	330	181	173	373	311	187	114	223	233	239	162	329	71	205	160	226	118	275	170	219	123
Santa Fe	7,000	221	59	232	268	214	212	292	199	197	308	282	64	341	34	220	165	192	—	107	297	136	70	208	166	97
Santa Rosa	4,600	176	114	169	205	170	105	303	296	252	222	244	63	363	141	113	169	129	107	—	330	169	141	241	59	37
Silver City	5,900	180	238	290	320	500	407	53	378	256	367	112	361	44	331	388	462	297	297	330	—	161	367	90	389	293
Socorro	4,617	134	77	205	241	339	248	156	259	193	281	146	200	205	170	256	301	165	136	169	161	—	206	72	228	132
Springer	5,800	306	190	299	335	83	195	423	293	328	323	374	67	472	145	214	39	259	131	130	428	267	79	339	138	167
Taos	6,965	291	129	302	338	162	246	362	214	267	363	352	78	411	66	254	95	262	70	141	367	206	—	278	184	167
Tierra Amarilla	7,460	312	150	323	359	268	303	383	124	246	399	373	155	432	85	311	201	283	91	198	388	227	106	299	257	188
Truth or Conseq.	4,260	137	149	247	282	411	320	85	331	265	324	75	272	134	242	308	373	217	208	241	90	72	278	—	300	204
Tucumcari	4,085	235	173	200	236	111	83	362	355	311	200	303	106	422	200	91	177	160	166	59	389	228	184	300	—	96
Tularosa	4,520	13	194	117	153	333	214	140	376	314	194	81	226	200	242	195	332	104	208	163	193	121	278	150	222	126
Vaughn	5,965	139	104	135	171	207	116	266	286	242	211	207	100	326	131	124	206	95	97	37	293	132	167	204	96	—

# Samples: Receipts that are Acceptable

Applebee's Santa Fe  
Neighborhood Grill & Bar  
4246 Cerrillos Rd.  
Santa Fe, NM 87505  
(505) 479-7551

SAMUEL V TB#084  
DATE: 03-02-04 TIME: 12:26 GUESTS: 2

1 WATER 0.00  
1 CHIX BROO ALFRE 6.49  
1 MORITA PERFECT 6.25

Check TOTAL: 14.74  
TAX: 0.99

Total Due:

849  
157  
906  
←

Duplicate # 1

\*\*\*\*\*  
Thank You for choosing Applebee's in  
Santa Fe. We hope you enjoyed your  
visit and would love to hear any  
feedback you have. Feel free to drop  
a comment card in the drop box by the  
front door. I will respond to you.

WENDY'S  
OLD FASHIONED HAMBURGERS  
SANTA FE, NEW MEXICO

#124 OUT  
1 SCHIV 99  
1 CKN BLT 4.39  
HONEY NS

TXTL .36  
TOTL 5.74  
CASH 20.00  
CHNG 14.26

THANK YOU - VISIT AGAIN

REG1 D1  
3583 11:50 #11 MAR.02'04 REG0001

FAMOUS WOK (505) 424-0880  
VILLA LINDA HALL  
SANTA FE NM 87505  
DATE 03/02/2004 TUE TIME 12:26

2 COURSE CH 1.00 \$5.55  
MED DRINK 1.00 \$1.00  
SUB TOTAL \$7.13  
2.00XITEMS \$0.45  
TAX \$7.13  
TOTAL \$8.00  
CASH \$0.87  
CHANGE \$0.00  
CLERK: No. 042694 00000

ALBERTSONS  
PREFERRED SAVINGS CARD

3/04/04 18:21 0987 02 0255 117

SIERRA MIST 1.19 B  
CANDY 1.59 B  
0.46 LB @ .59 /LB  
WT BANANA YELLOW .27 B  
\*\*\*\* TAX .20 BAL 3.25  
DEBIT CARD 3.25  
CHANGE .00

\*\*\*\*\*  
TOTAL NUMBER OF ITEMS SOLD = 3

SIGN UP AND SAVE!  
ASK ABOUT THE ALBERTSON'S  
PREFERRED SAVINGS CARD

ALBERTSONS. HELPING MAKE  
YOUR LIFE EASIER.

WWW.ALBERTSONS.COM

AGENCY NAME		New Mexico Administrative Office of the Courts		ITEMIZED SCHEDULE OF INTERPRETER TRAVEL EXPENSES		PAGE	DATE
AGENCY CODE		218		VOUCHER NUMBER			
INTERPRETER'S NAME	Jose Casablanc	CAR LICENSE NUMBER	JOE 421	RESIDENCE	6521 My Street Las Cruces, NM		
VENDOR CODE	0000012345	CAR MODEL	Honda	CAR YEAR	2005		
DATE	TIME SHOW AM OR PM	CHARACTER OF EXPENDITURES		ODOMETER READINGS		AMOUNTS	
		Enter Destination, Name of Court, Type of Proceeding and/or Case Number	ENTER START & FINISH	NO. OF MILES	MILEAGE	PER DIEM	MISCELLANEOUS
06/12/10	6:00 a.m.	Las Cruces to Santa Fe District Court		Map Miles	282	\$90.24	\$90.24
6/12- 6/14		Hotel - \$180.60 Receipt Attached Lunch 6/12 \$6.26 Lunch 6/12 Tip 1.00 Dinner 6/12 \$12.08 Dinner 6/12 Tip \$2.00 Breakfast 6/13 \$8.15 Breakfast 6/13 Tip \$1.00 Lunch 6/13 \$10.00 Dinner 6/13 15.35 Dinner 6/13 Tip \$2.50 Breakfast 6/14 \$4.50 Lunch 6/14 \$8.55				\$180.60 \$6.26 \$12.08 \$30.00 \$4.50 \$8.55	\$180.60 \$6.26 \$1.00 \$12.08 \$2.00 \$30.00 \$1.00 \$2.50 \$4.50 \$8.55
06/14/10	5:00 p.m.	Santa Fe to Las Cruces		Map Miles	282	\$90.24	\$90.24
		Partial Day Per Diem				\$20.00	\$20.00
PER DIEM IS BASED ON (CHECK ONE)		APPROVED RATES		TOTALS		564	448.97
ACTUAL	<input checked="" type="checkbox"/>	Approved By: J. M. Happy		TOTALS		564	448.97
	<input type="checkbox"/>	Court Contact: 1.N. Happy		MILEAGE		\$180.48	261.99
	<input type="checkbox"/>	Phone: 505-111-1111		PER DIEM		6.50	6.50
Receipts must be attached if claiming parking, meals, hotel, or commercial travel. This schedule must have AOC Approval if submitted by an out-of-state interpreter.		Signature of Court Contact: J. M. Happy		DATE: 6/16/10			
		Account: Jury Witness Fund		PAYEE SIGN HERE			

**NEW MEXICO ADMINISTRATIVE OFFICE OF THE COURTS  
CERTIFICATION OF INTERPRETER SERVICES**

<<< Invoice >>> Mileage \$0.45

Date of Service

Payee/Interpreter's Name: \_\_\_\_\_

Payee/Interpreter's Complete Mailing Address /City/State/Zip Code \_\_\_\_\_

DFA Vendor No.: \_\_\_\_\_

Daytime Phone number \_\_\_\_\_

Email Address \_\_\_\_\_

NM Gross Receipt Tax No. \_\_\_\_\_

Certified Spoken Language Interpreter  
Certification Type \_\_\_\_\_

Language Assigned to Interpret: \_\_\_\_\_

Court Name (Specify Metro/Magistrate/District)-City and County \_\_\_\_\_

Total due interpreter services: \$ \_\_\_\_\_

Total due travel time: \$ \_\_\_\_\_

Enter Parking Fees: \$ \_\_\_\_\_

Mileage\*: \$ \_\_\_\_\_

Enter Per Diem from worksheet: \$ \_\_\_\_\_

Sub-Total: \$ \_\_\_\_\_

*\*\*All of the above are subject to NM GRT\*\**

Gross Receipts Tax: \$ \_\_\_\_\_

Total Amount Due: \$ \_\_\_\_\_

Date	Start Time	End Time	Actual Hours Worked	Type of Proceeding / Case Number / Gridcheck #	Billable Hours
ENTER ACTUAL TOTAL HOURS WORKED				TOTAL BILLABLE HOURS	
ROUND TRIP MILEAGE				Map miles ( ) Actual Miles ( )	
TOTAL TRAVEL TIME				Odometer Beginning _____ Odometer Ending _____	
REMAINING TIME ON GUARANTEE					
Round trip miles divided by 60					
Bilable					
hours minus Total Hours Worked					
PAYABLE TRAVEL TIME					
Travel Time minus Time Remaining on Guarantee					

Interpreter's Signature

Date

FOR COURT USE ONLY

I certify that the person named above attended court as an interpreter in the designated case(s). I have examined this claim and find it to be true, to the best of my knowledge under penalty of perjury.

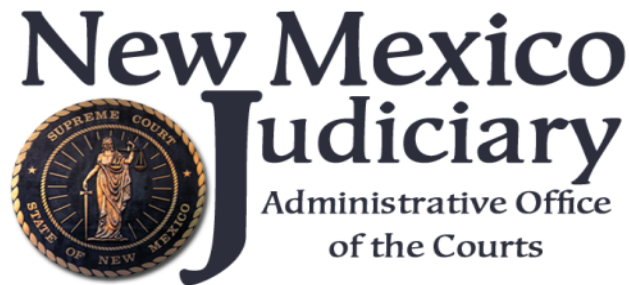
7

Date

Designee's Signature

I certify that the information contained in this statement, including attachments, is true and correct under penalty of perjury.





**New Mexico Administrative Office of the Courts  
Language Access Services  
237 Don Gaspar, Room 25  
Santa Fe, New Mexico 87504**

**505 827 4853**

## **Court Interpreter Classification & Continuing Education Policy**

### **DEFINITIONS**

#### **1. Interpreters by Classification**

##### **a. Certified Court Interpreters –Spoken Languages**

A New Mexico certified spoken language interpreter is an individual who has received court certification through the New Mexico Administrative Office of the Courts (including mandatory orientation and all required examinations), the United States Federal Court, or the National Center for Interpretation at the University of Arizona (Navajo only) and has completed at minimum the including mandatory orientation and post-certification workshops as regularly offered by the AOC. Interpreters in languages for which there are no standardized national examinations, must complete the mandatory written examination and Oral Proficiency Interviews per AOC Policy (available by request) to be recognized as New Mexico court certified.

Certified court interpreters in New Mexico must be in compliance with the AOC's Court Interpreter Continuing Education Policy. Those in compliance will be provided an identification badge in January every other calendar year. Should certification lapse due to non-compliance with the Continuing Education Policy,

## ATTACHMENT D

an interpreter will be required to retake the certification examinations.

An individual who has passed all parts of the National Center for State Court's interpreter certification written and oral exams may be able to obtain reciprocal certification in New Mexico. An interpreter requesting reciprocal certification by New Mexico must provide sufficient information to allow confirmation of exam results in the other state. The Program Manager will review and confirm the test results. Upon confirmation of the certification exam results and the interpreter's attendance at New Mexico Court Interpreter Orientation, the Program Manager will add the interpreter to New Mexico's Directory of Certified Court Interpreters, indicating the state of certification. The Administrative Office of the Court reserves the right to request re-certification of any interpreter seeking reciprocal certification. Interpreters certified in another state and added to New Mexico's roster must maintain certification by meeting New Mexico's continuing education requirements for Certified Court Interpreters. If a person is denied reciprocal certification, the interpreter may appeal the denial to the Language Access Advisory Committee. The decision of the committee will be final. Reciprocal certification will not be granted if the other certifying entity does not grant reciprocal certification of New Mexico certified interpreters.

### b. Certified Court Interpreters – Signed Language

<b>Certified Interpreter: Legal Specialist</b>	
<b>Deaf Interpreters</b>	<b>Hearing Interpreters</b>
Conditional Legal Interpreting Permit: Relay (CLIP-R)	Specialist Certificate: Legal (SC:L)
Certified Deaf Interpreter (CDI)	
New Mexico Community License	New Mexico Community License
AA Degree or alternative pathway (BA in 2016)	BA Degree or alternative pathway
Introduction to NM Courts Seminar	Introduction to NM Courts Seminar
Background check	Background check
2.0 Legal CEUs in each 4-year RID CMP cycle	2.0 Legal CEUs in each 4-year RID CMP cycle
<b>Certified Interpreter: Legally Qualified</b>	
<b>Deaf Interpreters</b>	<b>Hearing Interpreters</b>
Certified Deaf Interpreter (CDI)	RID Generalist Certification
New Mexico Community License	New Mexico Community License
Legal Training sufficient for SC:L Written test	Pass SC:L Written Test
AA Degree or alternative pathway (BA in 2016)	BA Degree or alternative pathway
Introduction to NM Courts Seminar	Introduction to NM Courts Seminar

AOC Application	AOC Application
Background check	Background check
2.0 Legal CEUs in each 4-year RID CMP cycle	2.0 Legal CEUs in each 4-year RID CMP cycle
<b>Certified Interpreter: Legal Apprentice</b>	
<b>Deaf Interpreters</b>	<b>Hearing Interpreters</b>
New Mexico Provisional License	RID Generalist Cert.
CDI Training sufficient to take CDI Written test	New Mexico Community License
AOC Orientation	AOC Orientation
AA Degree or alternative pathway (BA in 2016)	BA Degree or alternative pathway
Introduction to NM Courts Seminar	Introduction to NM Courts Seminar
Background check	Background check
2.0 Legal CEUs in each 4-year RID CMP cycle	2.0 Legal CEUs in each 4-year RID CMP cycle
<b>Limitations of Practice: No trials or jury</b>	<b>Limitations of Practice: No trials or jury</b>

Additional clarification of requirements:

- Signed Language Interpreters will submit the following documents to the AOC annually on January 1 (scanned and submitted via email, no photos of cards or documents): Copy of RID card, Copy of NM Lic, Copy of RID transcripts (legal highlighted, totaling 2.0 CEUS at the end of 4 year cycle)

### **c. Non-Certified Interpreters – Spoken Languages**

#### **i. Justice System Interpreters**

A New Mexico justice system spoken language interpreter is an individual who has successfully completed the Justice System Interpreting course of study with the New Mexico Center for Language Access (NMCLA) or otherwise qualified by the AOC. Interpreters in languages for which there are no standardized national examinations, must complete the mandatory written examination and Oral Proficiency Interviews per AOC Policy (available by request) to be recognized as New Mexico justice system interpreters.

All justice system interpreters must complete a one-day Introduction to NM Courts Seminar through the New Mexico Administrative Office of the Courts Language Access Services and the required post-certification training in order to be included on the Registry of Justice System Interpreters. Continued inclusion on the Registry is dependent upon compliance with New Mexico's continuing education requirements for certified court and justice system interpreters.

## ATTACHMENT D

If a justice system interpreter fails to comply with the yearly continuing education requirements they will be removed from the Registry. All Justice System spoken and signed language Interpreters who work regularly in the courts, must be actively pursuing court interpreter certification within one year of having been placed on the Registry.

### **Limitations of Practice**

A **non-certified spoken language court interpreter** or **certified legal apprentice** shall not be used for a juror or for the following types of criminal proceedings if incarceration is possible under statute or ordinance:

- An evidentiary hearing;
- A guilty or no-contest plea proceeding; or
- A trial.

A non-certified court interpreter shall not be used for a juror or for the following types of civil proceedings:

- An evidentiary hearing
- A trial.

## ATTACHMENT D

### *ATTACHMENT D - CONTINUED*

#### **SPOKEN LANGUAGE INTERPRETERS Continuing Education Requirements For Certified Court Interpreters and Justice System Interpreters**

##### **I. Purpose**

Becoming and remaining a skilled interpreter in the courtroom is an ongoing process that is not completed with certification. Certified interpreters should always be working to improve their legal knowledge, their English language and grammar skills, and their language and grammar skills in their certified language.

In order to promote and enhance this continuing education process the New Mexico Supreme Court Interpreter Advisory Committee has adopted these continuing education rules that apply to all New Mexico interpreters, and all federally certified interpreters who seek reimbursement at the state certified or justice system interpreter rates.

##### **II. Reporting Requirements**

- A. This Continuing Education rule becomes effective January 1, 2009. The deadline for reporting completion of required continuing education will be December 31st each year.
- B. All certified and justice system interpreters must fulfill these continuing education requirements. If these requirements are not met, the interpreter will be reimbursed at the non-certified rate until these requirements are met.
- C. All newly certified interpreters shall have until December 31st of the year after certification to fulfill his or her initial continuing education requirement. After that initial education period, the newly certified interpreter will complete the continuing education each year by December 31st.
- D. The Administrative Office of the Courts will prepare and distribute standard reporting forms to use when reporting continuing education. All continuing education documentation shall be mailed to:

Administrative Office of the Courts  
Carlos Maldonado - Language Access Services  
Continuing Education  
237 Don Gaspar, Room 25 Santa Fe, NM 87501

E. The certified interpreter shall provide adequate documentation of successful completion of the continuing education requirement. Documentation may include certificate of completion, transcript or grade report, or proof of membership and meeting attendance.

### **III. Annual Continuing Education Requirements**

#### **Membership in a Professional Interpreter Association**

Each certified interpreter shall belong to at least one professional association related to interpreting. Qualified organizations include:

1. American Translators Association [www.atanet.org](http://www.atanet.org)
2. National Association of Judiciary Interpreters and Translators  
[www.najit.org](http://www.najit.org) or
3. New Mexico Translators and Interpreters Association  
[www.cybermesa.com/~nmtia](http://www.cybermesa.com/~nmtia)
4. El Paso Interpreters and Translators Association  
[www.metroplexepita.org](http://www.metroplexepita.org)
5. The Registry of Interpreters for the Deaf (for signed language interpreters only) [www.rid.org](http://www.rid.org)
6. Other organizations may be approved by the Interpreter Advisory Committee on a case-by-case basis, including the newly formed Navajo Interpreters Association.

#### **Participation in Interpreter Relevant Education or Training**

In addition to membership in a professional association, each person shall also complete twenty (20) hours of AOC-approved professional education, including at least two hours of ethics related training, every two years, effective January 1, 2011. There are several options available to meet this requirement including, but not limited to:

1. Attend and participate in the New Mexico Interpreters' Annual Conference, an AOC or New Mexico Center for Language Access professional development opportunity, or a nationally recognized interpreter related conference or
2. Successfully complete a relevant course at an accredited community or four year college. This must be a course for credit for at least 3 credit hours and is relevant to interpreting or legal issues or
3. Successfully complete a continuing legal education course approved by the New Mexico State Bar Association of at least three credit hours and relevant to interpreting or legal issues.


A provider of professional education may request pre-approval for New Mexico continuing education hours by providing the AOC with the following information for the course or training event:

1. Topic/s with Content Outline;

## ATTACHMENT D

2. Trainer/s Resume;
3. Training Hours by Topic.

Relevant subject matter includes: professional issues, terminology, translation, legal issues, modes of interpreting, and cultural awareness. If a person or organization wishes to receive continuing education credit for courses outside these general areas, the request will be forwarded to the Court Interpreter Advisory Committee for approval.



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Arthur W. Pepin, Director, Administrative Office of the Courts

Rev. 11/12/2010; Effective January 1, 2011



# Administrative Office of the Courts

Supreme Court of New Mexico

Arthur W. Pepin, Director  
Patrick T. Simpson, Deputy Director



237 Don Gaspar, Room 25  
Santa Fe, NM 87501  
(505) 827-4800  
(505) 827-4824 (fax)  
[www.nmcourts.gov](http://www.nmcourts.gov)

## NEW MEXICO COURT INTERPRETER BACKGROUND CHECK POLICY

Candidates for court interpreter certification who have passed the written and oral examinations required for certification as a New Mexico Court Interpreter and New Mexico Center for Language Access qualified Justice System Interpreters must submit an application and complete an NCIC (National Crime Information Center) background check. After submitting an Application and Background Check Waiver Authorization form to the Administrative Office of the Courts (AOC), the candidate must register online for a background check at [www.cogentid.com](http://www.cogentid.com). Telephone registration is also available by calling 1-877-996-6277. For fingerprinting, the candidate may visit either a local law enforcement agency; the Department of Public Safety at 4491 Cerrillos Road, Santa Fe; or go to the fingerprinting sites listed at [www.cogentid.com](http://www.cogentid.com). Costs for fingerprinting are the responsibility of the candidate. The application and waiver authorization form must be returned to the AOC within ten days after receipt of the same. Upon receipt of the waiver, the AOC will obtain the candidate's fingerprint background check.

1. Any candidate who refuses to comply with this Policy shall not be certified as a New Mexico court interpreter.
2. Any background information obtained shall be marked "CONFIDENTIAL" and shall not be used for any purpose other than the application for court interpreter certification or any process related to the certification.
3. No information obtained from the background check shall be given to any person, firm or corporation.
4. If information obtained does not indicate a need for further action, pending the results of the candidate's reference checks, the candidate will be notified of certification, and included in the New Mexico Directory of Certified Court Interpreters and Justice System Interpreters.
5. If relevant adverse information, which is determined to directly impact the candidate's appropriateness for providing court interpreting, is confirmed, AOC will notify the candidate and allow forty-five (45) days from notification to clarify the information.



## ATTACHMENT E

6. The AOC is prohibited from sharing with the candidate any information obtained from the background checks. The candidate may obtain a copy of the criminal history reports directly from the Department of Public Safety at the candidate's expense.
7. The candidate's criminal history and any clarifying information will be reviewed by the Court Services Division Director. The Court Services Division Director, in consultation with the Language Access Services Manager, will consider the relevance of the criminal history to the profession of court interpreting, the period of time since the conviction date(s) and any evidence of rehabilitation submitted by the candidate.
8. Based upon this review, the Court Services Division Director will decide whether to grant or deny the New Mexico Court Interpreter Certification. If the Court Services Division Director denies certification based on a candidate's criminal history, the candidate may appeal the Court Services Division Director's decision to the Director of the AOC by filing a written appeal with the AOC within 30 calendar days of the date of the Court Services Division Director's decision.
9. Upon receiving a written appeal by a candidate, the Director of the AOC shall consider only the written information in the candidate's application file, including information submitted by the candidate. The Director may permit the candidate to file additional written information. The Director of the AOC shall issue a written decision on the candidate's appeal within 45 days of submission of the appeal.
10. Each candidate will be required to sign a Waiver Authorization form.



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Arthur W. Pepin  
Director of the Administrative Office of the  
Courts

Effective: November 1, 2009  
Revised: April 1, 2015

**NEW MEXICO COURT INTERPRETER  
BACKGROUND CHECK AND FINGERPRINT WAIVER AUTHORIZATION**

Having passed the required written and oral examinations, having successfully completed the New Mexico Center for Language Access Justice System Interpreter Training, or having been qualified by the New Mexico Commission for the Deaf, I am applying for New Mexico Court Interpreter Certification and/or inclusion in the New Mexico Directory of Certified Court Interpreters and Justice System Interpreters.

This Waiver Authorization expressly authorizes the New Mexico Administrative Office of the Courts to conduct an NCIC background check and submit fingerprints to the Department of Public Safety and to conduct biennial NCIC name-only background checks. The release of the requested information is necessary for the purpose of working as a Certified Court Interpreter or being registered as a Justice System Interpreter by the New Mexico Administrative Office of the Courts. The authorized information is not to be given to any other person, firm or corporation. The undersigned may withdraw this consent at any future time, in writing.

Print full name \_\_\_\_\_  
First Middle Last

Maiden Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_  
Street No. City State Zip Code

Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_

Social Security Number \_\_\_\_\_

Witness Signature \_\_\_\_\_

Date \_\_\_\_\_